

IACP 2018 - Orlando, Florida

Additional Terms and Conditions Governing the Exhibitor Contract

General

1. These terms and conditions form part of the Exhibitor Agreement made between the International Association of Chiefs of Police (the "IACP") and the Exhibitor. The provisions of the lease or licensing agreement between IACP and the exhibit hall which refer to or govern exhibitors also form part of these Regulations, including any duty imposed on IACP by the licensing or leasing authority to defend, indemnify or hold harmless the licensing or leasing authority, on a "pass through" basis: that is, to the extent IACP is obliged to defend, indemnify or hold harmless the licensing or leasing authority for the acts of omissions of an exhibitor, that exhibitor is obliged to defend, indemnify and hold harmless IACP.
2. Neither the Exhibitor Agreement nor any booth or display space request or allocation will be binding on the IACP unless and until the exhibitor accepts online to abide by the Additional Terms and Conditions Governing the Exhibitor Contract, issues payment in accordance with said agreement, and said agreement is executed by the exhibits staff on behalf of the IACP.
3. This agreement between IACP and the Exhibitor consists of the following documents:
 - a) Exhibitor Contract
 - b) Lease/licensing agreement between IACP and Facility
 - c) Exhibitor service manual
 - d) Guidelines for display of motor vehicles
 - e) Weapons registration form
 - f) Booth activities form
 - g) Facility guidelines for display of vehicles
 - h) Facility regulations regarding flame-retardant materials
 - i) Media policies

In the event of any inconsistency between the terms of this exhibitor's contract and one of the documents references herein, the more specific term will take precedence over the more general term.

4. The IACP is hereby authorized to assign exhibit space based on availability and in accordance with the Exhibitor's choice whenever possible. The IACP reserves the right to alter the location of exhibit spaces at its sole discretion and in the best interest of the exhibition.
5. If an exhibitor fails to abide by the Additional Terms and Conditions Governing the Exhibitor Contract of the exhibition as set forth, herein or any other governing documents, such as IACP's lease or license with the facility (but only with respect to those clauses which refer, relate or apply to Exhibitors) or the exhibitor contract, then the contract between the IACP and the Exhibitor will be terminated. The exhibition regulations constitute a portion of the contract between the IACP and the Exhibitor. Therefore, any failure on the part of the Exhibitor to comply with the regulations represents a default on, and termination, of the contract. Should the contract be terminated in this manner, the Exhibitor shall forfeit the amount paid for space rental regardless whether or not the IACP enters into a further lease of the space involved. Interpretation and application of the regulations are within the sole discretion of the IACP and decisions by the IACP are final.
6. Any Exhibitor who does not abide by the Additional Terms and Conditions Governing the Exhibitor Contract may be subject to ejection from the conference and/or forfeit the right to exhibit in the next conference. No disruption of the conference or any exhibitor's right to conduct business will be tolerated.

Exhibitor Complaints

7. The IACP is committed to providing our exhibitors with a positive show experience during our annual conference and exposition while at the same time understanding that the experience of our attendees is paramount. However, the IACP recognizes that, on occasion, circumstances may arise which are of concern to exhibitors. Exhibitors with specific concerns and/or complaints need to file them (in writing) with the IACP Exhibits Manager within 30 days of the close of exposition hall. The IACP will review any complaints received by the deadline and, at its sole discretion, determine what if any action should be taken.

Eligible Exhibitors

8. All exhibits and related demonstrations and presentations shall serve the interests of IACP members. Devices that are designed for surreptitious oral or wire interception are not permitted. No live ammunition shall be available in connection with any exhibit. IACP reserves the right to determine the eligibility of any company, product, or service for inclusion in the exhibition.
9. The IACP reserves the right to remove or prohibit any exhibit in whole, in part, or any Exhibitor or representatives that in its opinion are not in keeping with the character and purpose of the trade show.

Exhibitor Fees/Payment Schedule/Refund Policy

10. Advance Rate

2018 Advance rate applies to booth sold for the Advanced Placement online and onsite at the IACP Conference. A 50% deposit must be received upon reservation of booth space. Credit card payment is required immediately; deposit via check must be received within 10 business days or reserved booth will be released. Full payment for exhibit space is due on or before March 12, 2018. Space may be cancelled and re-sold by IACP if account is not paid in full by March 12, 2018. Account must remain current with scheduled payments for Advance Rate to apply. Exhibitors may not occupy assigned space until all monies due to the IACP are paid-in-full.

Inline Booth \$24.50 per s/f
Island Booth \$26.50 per s/f

Standard Rate

2018 Standard Rate goes into effect November 1, 2017. Full payment for exhibit space is due upon selecting your booth space in order to reserve exhibit space for IACP 2018. Payment via check must be received within 10 business days or reserved booth will be released.

Inline Booth \$25.50 per s/f
Island Booth \$26.75 per s/f

Booth Cancellation

11. Cancellation of exhibit space is required in writing and the following cancellation fees apply.
 - Written cancellation received by January 15, 2018; 25 percent of the total booth cost is retained by IACP.
 - Written cancellation received after January 15, 2018; 50 percent of the total booth cost is retained by IACP.
 - NO REFUNDS will be made for any cancellations after March 12, 2018.

Downsizing by Exhibitor

12. An Exhibitor may be required to move to a new location if downsizing of exhibit space is requested. Exhibitors downsizing after March 12, 2018 will be financially liable for the original booth cost contracted.

Subletting of Space

13. IACP strictly prohibits the sharing or "co-opting" of exhibit space unless companies share the same parent company or one company is the subsidiary of the other. This must be submitted to IACP for approval prior to

conference and proof is required. Contracted exhibitors shall not assign, sublet, or share any space allocated to them nor advertise or display goods other than those manufactured or sold by them in the regular course of their business. Space assigned to the Exhibitor is for their exclusive use.

Exhibitor Primary Booth Contact

14. The Exhibitor will be responsible for designating an official authorized agent who will be the primary contact to work with IACP show management. This person will oversee and understand all contract issues, including those relating to registration, payment, housing, badging, materials handling, booth set-up and tear-down, operations and logistics, as well as ordering furniture, signage, utilities, etc. The Exhibitor Primary Booth Contact shall be authorized to enter into service contracts as may be necessary and for which the Exhibitor is responsible. This agent shall receive all official correspondence from the IACP and be responsible for communicating all information to appropriate individuals. Under no circumstances will IACP be liable, either to the Exhibitor, or to any third party, for any failure of the Exhibitor Primary Booth Contact to fulfill his, her or its obligations under this clause.

Exhibit Staff

15. Exhibits shall be staffed by technical, qualified individuals who are bona fide company employees or legitimate representatives. Exhibitors must open their exhibit on time each morning and staff it throughout each day until show closing. Exhibit personnel shall wear professional attire consistent with the conference decorum. Likewise, any personnel hired by an Exhibitor, such as models, performers, musicians, or entertainers, must be properly attired and not dressed (or undressed) in a lewd, suggestive, offensive or obscene manner. IACP strongly encourages booth personnel to be registered in advance. Exhibit staff who register on-site will require a government picture ID and proof of employment. The following are the only acceptable proofs of employment: company business card, company ID, written letter on the exhibiting company's letterhead, or an email from the exhibiting company's Primary Booth Contact.
16. No person under 18 years of age will be permitted on the floor during move-in or dismantle.
17. All personnel who are representatives of the exhibiting company must register as an "Exhibitor". Exhibitor badges will be allocated on the basis of square footage of the exhibit space: two full conference badges plus two exposition hall only badges per 100 square feet (10' x 10' space) of exhibit space.
18. Exhibitors requiring or desiring additional badges for their personnel may obtain extra badges of either type by purchasing them. There is an \$85 fee to generate replacement badges for those that have been lost.

Standard Booth Equipment/Booth Construction

19. The Exhibitors shall have the rights, subject to the provisions herein contained, to arrange their exhibits within the space allotted to them in the manner best suited for displaying and demonstrating the goods manufactured by them. Exhibitors must allow a minimum of 2' in front of presentation and demonstration components inside the booth to accommodate attendees to enter the booth to participate in an activity or watch a demonstration. Attendees should not be forced to stand in the aisle to view exhibitor presentations. No part of an exhibit shall extend outside of the exhibit space boundary. All promotional materials, items, etc. must be contained within the space assigned to the Exhibitors as per the completed agreement and in accordance with the booth construction guidelines of the International Association of Exhibitions and Events (IAEE). If there is a discrepancy between IAEE and IACP guidelines, the IACP guidelines will be used.
20. Inline/Linear Booths: 10' x 10' consisting of drape assembled on aluminum stanchions and crossbars; 8' high back drape, 3' high side drape; and 7" x 44" booth identification sign. All other equipment, furnishings or services other than those provided as indicated must be arranged for with the decorator and/or the convention center at the exhibitor's expense.

- a. Use of Space: Regardless of the number of Inline Booths utilized, e.g. 10' x 20', 10' x 30', 10' x 40', etc. display materials should be arranged in such a manner so as not to obstruct sight lines of neighboring exhibitors. The maximum height of 8' is allowed only in the rear half of the booth space with a 4' height restriction imposed on all materials in the remaining space forward to the aisle.
21. Island Booths: Typically, 20' x 20' or larger and exposed to aisles on all four sides. There is no pipe and drape construction provided.
- a. Use of Space: Height maximum for booth structure and hanging signs is 25'. The entire cubic content of the space may be used; however, booth structure and/or presentations must not be placed so that attendees must stand in the aisle to observe.
 - b. All island booth exhibitors must submit no later than eight weeks prior to conference, their booth layout drawing, including signage for IACP approval.
 - c. Ceiling height at the Orange County Convention Center varies from 29' to 30'. Hanging signs can be hung 25' to the top of the sign and there are no variances on sign or booth structure heights.
 - d. Vehicles with four or more wheels can only be displayed in Island Booths.
22. Perimeter Booths are booths backed directly to the facility perimeter walls. 10' x 10' consisting of drape assembled on aluminum stanchions and crossbars; 8' high back drape, 3' high side drape; and 7" x 44" booth identification sign. All other equipment, furnishings or services other than those provided as indicated must be arranged for with the decorator and/or the convention center at the exhibitor's expense.
- a. Use of Space: Regardless of the number of Perimeter Booths utilized, e.g. 10' x 20', 10' x 30', 10' x 40', etc. display materials should be arranged in such a manner so as not to obstruct sight lines of neighboring exhibitors. The maximum height of 15' is allowed only in the rear half of the booth space with a 4' height restriction imposed on all materials in the remaining space forward to the aisle.
23. End-Cap and Peninsula Booth types are not permitted.
24. Carpet: All exhibitors are required to have carpet or flooring in their booth.
25. Multi-Story Exhibits: Please notify IACP show management if your exhibit is more than one level. A multi-storied exhibit requires submission of the architectural approved structural plans to IACP, Freeman and Orlando Fire Marshal for review. All such plans must bear the stamp of a registered structural engineer and/or certified architect and be accompanied by a letter from the engineer and/or architect stating that the exhibit conforms to the current Orlando Building Code.
26. Any covered exhibit area (including tents and canopies) within an island booth requires a smoke detector and 2A10BC fire extinguisher. Other facility fire regulations may apply. Please check with show management if any portion of your exhibit will be covered.
27. Nothing shall be posted, tacked, nailed, screwed or otherwise attached to columns, walls, floors or other parts of the building or furniture. Fees for damages will be charged to the Exhibitor and must be paid before an Exhibitor will be allowed to select space for future IACP shows. The Exhibitor shall not place in the exhibit area any material or equipment whose presence, appearance or operation produces noise, vibration, odor or other irritant that is objectionable to the IACP, the Center, or other exhibitors or visitors. Exhibits that defame, disparage or denigrate the products or integrity of another Exhibitor are also prohibited.

Installation & Dismantling of Exhibits

28. All goods shall be consigned in accordance with instructions in the online Exhibitor Service Manual.

29. If you know that your booth will require more than your allotted time to set up, a written request to IACP Exhibits Manager and Freeman is required to coordinate booth materials.
30. Exhibits are to be set up during assigned times and be completed by 5:00 p.m. on Saturday, October 6, 2018. Exhibit space left empty as of 5:00 pm may be resold or reassigned by the IACP without obligation on the part of IACP for any refund whatsoever. Exhibits not set-up by 5:00 pm will be assigned labor to install or be removed from the hall. Labor expense for booths not installed by this time will be borne by the Exhibitor. The IACP is not responsible for any damage to the Exhibitor's product due to set up or removal of the Exhibitor's booth.
31. The Exhibitor will not dismantle its display prior to the stated closing of the show. No exhibit or any part thereof may be removed during the period of such exhibition without the written consent of the IACP. Penalty for early dismantling will be loss of exhibitor priority points for the current exhibit year. Exhibitors should make travel and staffing arrangements accordingly.
32. Exhibitors shall remove all exhibits and any goods or property brought into the exposition hall and leave said space both clean and free from all rubbish by 12:00 p.m. the day following closure of the show.

Character of Exhibit

33. The IACP reserves the right to decline an exhibitor permission to conduct, maintain and exhibit if, in the sole judgment of the IACP Show Management, said exhibitor shall in any respect be deemed unsuitable or offensive to other individuals. This reservation includes, but is not limited to, personnel attire and conduct, articles of merchandise, printed matter, souvenirs, catalogs, and any other items, without limitation, which affect the character of the Exhibition or the IACP.

Booth Activities / Booth Giveaways

34. All exhibitors must submit an IACP booth activities form to IACP for approval. The form will be available on the IACP conference website in May 2018.
35. It is recommended that exhibiting companies abide by the federal government guidelines for gifts <https://www.gpo.gov/fdsys/pkg/FR-2016-11-18/pdf/2016-27036.pdf> . Gifts of firearms must abide by all federal, state and local regulations of the conference venue. Please note that IACP reserves the right to not approve or stop dissemination of any giveaway. Examples of giveaways which are not appropriate are fine jewelry, vacations, and vehicles for personal use.

Animals

36. Display of domestic service animals in conjunction with an approved exhibit must be submitted to IACP for approval and must meet the following confinement guidelines:
 - a. Animals are to be on a leash at all times if not confined to a pen.
 - b. Animals are to be confined within a pen if not on a leash.
 - c. Animals must be under constant control at all times by the owner or handler.
37. Requests to display exotic animals must be submitted in writing for IACP approval and abide by convention center regulations.

Balloons, Confetti, & Stickers

38. Helium balloons are not permitted on the premises unless approved by IACP. Helium balloons are not to be used as giveaways. Helium tank storage is not permitted inside Orange County Convention Center. Retrieval of a helium balloon which becomes unanchored and trapped within the ceiling or structure at Orange County Convention Center will be at the expense of the exhibitor.
39. Confetti is not permitted in the Exposition Hall or common areas of Orange County Convention Center.

40. Stickers are not permitted in the Exposition Hall or common areas of Orange County Convention Center.

Exhibit Booth Noise/Lighting

41. IACP is a professional show. In general, Exhibitors may use sound equipment in their booths provided the noise level does not disrupt the activities of neighboring exhibitors. Speakers and other sound devices should be positioned so as to direct sound into the booth rather than into the aisle. Sound and noise should not exceed 85 decibels. The noise level and content of exhibits will be monitored by IACP staff. Profanity of any sort is not permitted as part of displays, simulators, video or presentations. Failure to comply with these regulations may result in the loss of ability to display audio features in the violating booth or expulsion from the show.

- a. Exhibitors should be aware that music played in their booths, whether live or recorded, may be subject to laws governing the use of copyrighted compositions. ASCAP, BMI and SESAC are three authorized licensing organizations that collect copyright fees on behalf of composers and publishers of music.

42. Exhibitor will defend, indemnify and hold harmless IACP against any claim or suit for copyright infringement or violation of intellectual property rights (e.g. trademark) that arises from Exhibitor's violation of copyright or intellectual property law. The use of special lighting effects, such as strobes, flashers, etc., is prohibited unless lighting features are expressly the product(s) on display. All booth lighting including gobos must stay within the booth parameters.

Vehicle Regulations

43. Exhibitors must register their vehicles which includes helicopters, cars, trucks, trailers, motorcycles, etc. for display at IACP 30 days prior to conference. The vehicle registration form will be available on the IACP Conference site in May 2018. All Exhibitors displaying vehicles must submit a layout of their booth design to IACP (conway@theiacp.org), the Official General Contractor and Orlando Fire Marshal. Exhibitors displaying vehicles with 4 or more wheels must purchase an island booth of 20' x 20' or larger. Displays with multiple vehicles will require a booth larger than 20' x 20'. Vehicles must stay within 2' of the booth perimeter. Booth size will be based on the dimensions of the vehicle(s).

44. Any vehicle used in a display or exhibit must have all battery cables disconnected, ends taped and gas caps locked. Fuel tanks and fill openings are closed and sealed to prevent tampering. The disconnection of vehicle battery falls under the jurisdiction of the electricians. The vehicle may only contain a maximum fuel level of one half (1/2) tank or 10 gallons whichever is less. Fuel applies to gasoline, diesel, CNG, LPG, etc. Tanks cannot be refueled or emptied inside the Orange County Convention Center. The flooring under the vehicle must be protected from any leakage, spillage or other potential damage. During non-show hours the vehicle should be locked with an extra set of keys left with your Event Manager. It is ultimately the responsibility of the Customer to ensure that these measures are taken to prevent any potential damage or safety hazard. Vehicle locations must be shown on Floorplans submitted for Fire Marshal approval. Please refer to the Orange County Convention Center Exhibitor Guidelines / Fire Marshal Regulations - Display of Motor Vehicles. https://www.occc.net/Portals/0/Library/exhibit/docs/OCCC_Fire_Marshal_Guidelines.pdf

45. The exhibitor shall comply with and ensure that its employees and agents comply with all legal requirements imposed by a government body. Special building rules regarding the operation of oil or gasoline/diesel engines must be strictly observed, as must all other special building rules and regulations.

Weapons

46. Exhibitors must register weapons for display at IACP 30 days prior to conference. This includes pellet guns and look alike weapons. The weapons registration form will be available on the IACP conference website in March 2107 and requires each weapons' Make, Model, Serial Number and Type. Failure to register weapons by the deadline will result in the weapon prohibited from the show floor. Strict enforcement will be applied.

47. **INCOMING WEAPON SHIPMENTS** – Orlando PD will conduct inspections of all weapons to be placed on display. Inspection and physical registration will be conducted beginning Thursday, October 4, 2018. IACP recommends that standard booth components and weapons are not packed within the same crate. Exhibitors will not be given access to crates with weapons prior to Thursday, October 4, 2018. It is mandatory that exhibitors register their weapons in advance and provide inspectors onsite with a duplicate listing or bill of lading with the make, description, and serial number of each weapon. All weapons displayed must be non-functional with the firing pins removed. After inspection, each weapon will be tagged and released to the designated exhibit staff.

a. At the end of each show day, exhibitors displaying weapons must check-in their weapons to the Armory and report to the Armory each morning before show hours to retrieve their weapons. The Exposition Hall will be monitored daily for compliance, which must be maintained throughout the show.

48. **OUTGOING WEAPON SHIPMENTS** - Exhibitors must leave their outbound weapon shipments in the Armory with a Copy of the Bill of Lading for outbound shipping. Exhibitors must schedule shipments to be picked up no later than Wednesday, October 10, 2018 at 12:00 PM

Photography/Recording

49. Photography and recording within the Exposition Hall is regulated and requests must be submitted to IACP for approval 30 days prior to conference. Exhibitors may only take photos, images or recordings of their own booths and equipment. Photographs or recording of the Exposition Hall in general or other exhibitors' booths is prohibited unless specific permission is granted by Show Management. Violation of this policy will result in the confiscation of digital images or recordings and could result in expulsion from the show. Please review the Media Policies on the IACP 2018 Conference website.

Retail Sales

50. Retail sales is not permitted in the Exposition Hall. Exhibitors may take orders, but cash and/or credit transactions are not allowed in the Exposition Hall.

Events Outside Orange County Convention Center, Suitcasing & Outboarding

51. Exhibiting companies and sponsors may only hold hospitality or off-site events during non-exhibit hours. No Exhibitor events may take place while the Exposition Hall is open. Exhibitors are required to complete a Convention Event Request Form (CERF) which can be found on the IACP Conference site in May 2018.

52. The IACP considers the practices of Suitcasing and/or Outboarding to be unethical business conduct and strictly prohibits both practices. Suitcasing refers to the practice of companies or persons who go to shows as attendees but "work the aisles" from their suitcase (briefcase), soliciting business from other attendees and exhibitors. Outboarding refers to non-supporting companies who set up exhibits or events at off-site locations, such as hotel hospitality suites or nearby restaurants, and encourages attendees to leave the show floor and spend time with them. For the good of the show and the exhibitors supporting the show, the only legitimate place to conduct business during show hours is within a contracted exhibit space on the show floor. Only official Exhibitors and sponsors are allowed to conduct other hospitality events during non-show hours. All violations will be directed to the IACP Board for penalties and sanctions against the violating company. Exhibiting companies are encouraged to protect their investment and report any violations immediately to IACP Show Management.

Security Information

53. The IACP will provide perimeter security in the Exposition Hall from the beginning of exhibitor move-in through dismantle hours. Exhibitors are the primary responsible party for safeguarding their exhibit and merchandise at all times.

Fire Protection

54. All booth decorations and materials must be flame retardant in accordance with the facility regulations. If an inspection indicates that an Exhibitor has not complied with these regulations, the Exhibitor will be given the opportunity to correct the situation. If the situation is not corrected, IACP reserves the right to cancel all or such part of said exhibit which does not conform to the regulations. Please note that it is the exhibitor's responsibility to read and follow the Fire Regulations in the online Exhibitor Services Manual and Orange County Convention Center website.

Product Information & Food and Beverage Samples

55. Individual contracted companies interested in distributing product samples, circulars or advertising materials may only do so within the booth space assigned to the Exhibitor. Such materials shall not be distributed to the hotel rooms of the conference registrants without the IACP's prior approval or in any conference facilities.

56. All food/beverage samples distributed by the Exhibitor are to be approved in advance by the facility caterer.

Exhibitor Insurance

57. The IACP requires each exhibiting company and exhibitor appointed non-official contractors, to carry general liability insurance in an amount not less than \$1 million per occurrence. Check with your insurance company. Exhibitors who do not carry liability insurance will have the option of purchasing event insurance through a third party through the online Exhibit Service Manual.

Exhibitors are not required to send a copy of their Certificate of Insurance, however Exhibitors must have the Certificate on-site and provide a copy if asked.

Cancellation of Exhibition

58. Neither the IACP, Orange County Convention Center, their employees, nor their agents shall have any liability or obligation to the Exhibitor for cancellation or deferral of the Conference. In the event the premises in which the exhibition is to be held are destroyed or damaged by fire or the elements or any other cause, so that the exhibition cannot be held, the Exhibitor shall have no cause of action or claim for damages or compensation against the IACP except for the return of any amount previously paid, and in such an event, this agreement shall be terminated.

Liability

59. The IACP shall not in any manner for any cause (including any cause of action) be liable or responsible to any exhibitor or any other person for any injury (including death) loss or damage to any person, business or property in any way related to or arising in connection with the exhibition; any and all claims for such injuries or damages are hereby waived and each Exhibitor agrees to defend, indemnify and hold harmless the IACP and its directors, officers, employees and agents (the "Indemnified Parties") against any and all claims, liabilities, losses and expenses, including reasonable attorney's fees, imposed on, incurred by or asserted against the indemnified parties caused by any act or omission of that exhibitor, or occurring within the exhibit space leased by that exhibitor or arising in connection with the activities conducted by that exhibitor in connection with the exhibition. Without limiting the generality of the foregoing, the Exhibitor agrees to defend, indemnify and hold harmless IACP to the same extent, and on the same terms, that IACP is required to indemnify the Orange County Convention Center. Notwithstanding the foregoing, nothing in this Clause 59 shall be read to claim that IACP is attempting to indemnify itself from its own fraud, willful injury to the person or property of another or a willful or negligent violation of law.

60. The Exhibitor acknowledges that the IACP and the Orange County Convention Center do not maintain insurance covering the Exhibitor's property and that it is the sole responsibility of the Exhibitor to obtain business interruption and property damage insurance covering such losses by the Exhibitor.

Amendment of Rules/Other

61. The IACP reserves the right to make changes, amendments and additions to the rules at any time, and all changes, amendments and additions so made shall be binding on the Exhibitor with the provision that all exhibitors will be advised of any such changes.
62. All matters and questions not specifically covered by these rules and regulations and the Exhibitor Agreement are subject to the decision of the IACP show management, whose decisions will be final.

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